

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into this 27th day of October, 2015, by and between the Village of Lyons ("Lyons") and the Coalition for Safe Chicago Communities, Robin Hood, Louvenia Hood, Michael Pfleger, Annette Nance-Holt, and Pamela Montgomery-Bosley (collectively "Releasers"), to resolve all claims and disputes which now exist or may ever have existed between them, including specifically those alleged in the lawsuit that Releasers filed with the Circuit Court of Cook County, Illinois alleging violations of the Illinois Civil Rights Act of 2003 ("ICRA").

WHEREAS, Releasers filed a complaint before the Circuit Court of Cook County titled *Coalition for Safe Chicago Communities, et al. v. Village of Lyons, et al.*, Case No. 15 CH 10390 ("Complaint").

WHEREAS, in the Complaint, Releasers allege that Lyons violated the ICRA by not implementing certain recommendations that the City of Chicago made in a May 2014 study called "Tracing the Guns: The Impact of Illegal Guns on Violence in Chicago."

WHEREAS, Lyons disputes the claims and allegations in the Complaint and has filed a motion to dismiss Releasers' Complaint. .

WHEREAS, to avoid further litigation which may result without this Agreement, and without any admission of liability or wrongdoing, the parties intend to adjust, compromise and settle all past, pending and future claims and desire to resolve their differences to avoid the expense and burden of further litigation.

WHEREAS, Lyons desires to pass and implement legislation to monitor gun shops in its corporate boundaries in order to assist the gun shops, the Cook County Sheriff, the Illinois State Police, and the Bureau of Alcohol, Tobacco, Firearms and Explosives in keeping guns out of the possession of unlawful persons.

NOW THEREFORE, the parties, in consideration of the mutual covenants and undertakings set forth herein, agree as follows:

1. Lyons will pass the Ordinance attached hereto and incorporated herein as **Exhibit A**.

2. In consideration for Lyons' passage of the Ordinance, Releasers will dismiss the Complaint with prejudice and release, forever discharge and covenant not to sue Lyons or its agents, employees, officers, assigns, heirs, administrators, or other

individuals or entities either liable or who may be claimed to be liable, and forever discharge any and all claims, actions, causes of action, grievances, suits, charges, complaints, demands, damages, costs, attorneys' fees, expenses or compensation and all other damages and liabilities which were raised or which could have been raised in the Complaint, including, but not limited to, claims for violations of the ICRA, the U.S. Constitution, the Illinois Constitution, the Illinois Human Rights Act, and Title VII of the Civil Rights Act of 1964. Additionally, Releasors represent and warrant that they have not commenced, nor will they initiate, any other cause of action, suit, claim, grievance, arbitration, or complaint which in any way relate to any regulation of or failure to regulate gun shops in Lyons.

3. Except as specified herein, each party will bear its respective costs and fees, including attorneys' fees incurred in the litigation of this matter.

4. If Releasors violate this Agreement by filing an action, or by causing an action to be filed or continued against Lyons for any reason which is precluded by this Agreement, then Releasors agree that they will pay all costs and expenses incurred by Lyons in defending or responding to such action, including reasonable attorneys' fees.

5. This Agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by Lyons or any of its employees or agents with respect to any claims asserted by Releasors, and Lyons expressly denies any claims asserted by Releasors, and Lyons expressly denies that it has done anything wrong or unlawful in regulating gun shops.

6. The parties each acknowledge that they are entering into this Agreement knowingly and voluntarily and have had ample opportunity to seek, consult, and receive legal advice.

7. The parties hereby acknowledge that they have a right to consult an attorney and that they have specifically consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby waive their right to do so. The parties further acknowledge that they fully understand this Agreement and the effect of signing and executing the Agreement.

8. This Agreement shall be interpreted and enforced according to the statutes and case law of the State of Illinois, regardless of the later residence or domicile of the parties. Any disputes arising under this Agreement shall be heard in the Circuit Court of Cook County, Illinois.

9. The parties agree that this Agreement may not be modified, altered, amended, or otherwise changed except upon written consent by each of the parties hereto. Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the parties agree that the remaining provisions shall remain in full force and effect.

10. This Agreement constitutes the entire agreement among the parties, and there are no other understanding or agreements, written or oral, among them on the subject. Separate copies of this document shall constitute original documents, which may be signed separately but which together shall constitute a single agreement. This Agreement will not be binding on any party until signed by all parties or their representatives. This Agreement shall be effective as of the date of the last signature.

IN WITNESS WHEREOF, the parties have read this Agreement and, understanding its terms, voluntarily sign this Agreement:

Village of Lyons, Illinois.

**Coalition for Safe Chicago
Communities, Robin Hood, Louvenia
Hood, Michael Pfleger, Annette
Nance-Holt, and Pamela
Montgomery-Bosley**

By: _____
Burton S. Odelson
Odelson & Sterk, Ltd.
3318 W. 95th Street
Evergreen Park, IL 60805
(708) 424-5678

By: _____
Thomas H. Geoghegan
Sean Morales-Doyle
Despres, Schwartz
Geoghegan, Ltd.
77 W. Washington St., #711
Chicago, IL 60602
(312) 372-2511

**THE VILLAGE OF LYONS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 10-27-15-O1**

**AN ORDINANCE ESTABLISHING BUSINESS REGULATIONS FOR
GUN SHOPS IN THE VILLAGE OF LYONS, COOK COUNTY, ILLINOIS**

**CHRISTOPHER GETTY, President
DAWN CAMPOS, Clerk**

**PATRICIA ALONZI
TERESA ECHEVERRIA
DAN HILKER
PAUL MARCHIORI
GREG RAMIREZ
JAMES VESELSKY
Trustees**

ORDINANCE NO. 10-27-15-01

**AN ORDINANCE ESTABLISHING BUSINESS REGULATIONS FOR
GUN SHOPS IN THE VILLAGE OF LYONS, COOK COUNTY, ILLINOIS**

WHEREAS, the President and Board of Trustees are very aware of the violence, death, and injury caused by the illegal use of firearms; and

WHEREAS, the President and Board of Trustees recognize that gun shops are primarily inspected by the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF"); and

WHEREAS, ATF is legally allowed to inspect gun shops once a year; and

WHEREAS, the President and Board of Trustees believe more frequent inspections and safety guidelines are necessary to help monitor firearms which may fall into the possession of persons who commit violent crimes; and

WHEREAS, there is one licensed gun dealer in the Village of Lyons ("Village") who has been licensed and conducted business in the Village for over fifty (50) years; and

WHEREAS, although the Village has had no business or license problems with the gun shop, more regulation and cooperation between the Village and gun shop will only help to provide law enforcement officials with more information in their efforts to curb illegal use of firearms; and

WHEREAS, the Village will work collectively with the Cook County Sheriff to help monitor and assist with inspections and recordkeeping for gun shops in the Village; and

WHEREAS, it is the intent of the President and Board of Trustees not to interfere with legally conducted business by licensed gun shops, but only to help law enforcement officials find "straw" purchasers and illegal secondary dealers and those that unlawfully possess firearms.

NOW, THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Lyons, Cook County, Illinois as follows:

SECTION 1: Intent. The legislative intent of this Ordinance is to provide as much legal protection from the unlawful distribution and use of firearms as allowed by law to a municipal government. Fully acknowledging a citizen's Second Amendment rights, the Concealed Carry laws of our state, and not intending to impinge on a citizen's constitutional rights, the Village's corporate authorities enact this legislation to help monitor and track the lawful sale of firearms.

SECTION 2: Administration of Gun Shops.

a. The Village acknowledges the need for strict and effective measures to minimize firearms being used in crimes. As a non-home rule municipality, the Village can only pass and enforce legislation as authorized by the Illinois Constitution, Statutes of the State of Illinois, and case law as decided by the state and federal courts. The regulation of gun shops is administered by the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") of the federal government.

b. The Village desires to help the appropriate governmental authorities by greater "on-site" monitoring of the sale of firearms within the Village's corporate boundaries.

c. The Village desires to prevent illegal traffickers by helping regulate gun shops within its jurisdiction to prevent the sales of firearms to straw purchasers (purchasers who legally can purchase firearms but intend to divert the firearms to those who are not legally authorized to purchase, carry or possess a firearm).

d. The Mayor and Board of Trustees implement the regulations and conditions as prerequisites of obtaining and keeping a business license which allows the sale of firearms within the corporate boundaries of the Village.

SECTION 3: Recordkeeping. It shall be the responsibility of the gun shop to keep electronic records of the following information:

a. All trace information received from any law enforcement agency, including, but not limited to, ATF formal TRACE requests, the FTIP requests, and any other county or Village requests;

b. A record of all persons who purchase more than one firearm within a twelve (12) month period. A separate record is not a requirement; however, a master list which includes multiple gun purchasers is sufficient. Only a record of purchasers of firearms at gun shops in the Village is required.

c. All paper or electronic records or documents, including any forms filled out by prospective firearms purchasers, shall be tendered to the Lyons Police Department within forty-eight (48) hours of the attempted purchase, or sooner if requested, if the potential purchaser appears not to be a valid or lawful purchaser as determined by the gun shop dealer. The records do not have to be kept electronically, but kept in a manner that can be transmitted by fax or e-mail.

d. All electronic records shall be kept for a minimum of five (5) years.

SECTION 4: Compliance Inspections.

a. Currently, firearm dealers may be inspected yearly by agents from the ATF. No other inspections are required by state or federal authorities. Commencing December 1, 2015, the Village of Lyons and the Cook County Sheriff, working collectively, will conduct random inspections of any gun shops in the Village, but no more than twice per year, collectively. These inspections will not interfere with the regular operation of the business and will include the following:

1. Inspection and approval of an anti-theft safety plan which shall include exterior lighting around the premises; surveillance video cameras, as generally used in businesses and as currently used by the existing gun shop in the Village (including point-

of-sale) (the video shall be maintained for a minimum of thirty (30) days); alarm systems; safe storage of weapons and ammunition; and fire hazard compliance, as may be required by the municipality.

2. Inspection and approval of internal training procedures and inventory audits.

- i. Each employee must hold a valid FOID card and have been processed with a background check.
- ii. Maintain a computerized, alphabetical, electronic listing of all gun sales where the gun was later traced, and maintain a DO NOT SELL list.
- iii. Keep an internal audit of all inventory, and report any loss or discrepancy to the Village within forty-eight (48) hours of discovering the loss or discrepancy.

SECTION 5: Intergovernmental Agreement. The Village and Cook County Sheriff will enter into an Intergovernmental Agreement (IGA) specifying that enforcement of this Ordinance is by the Village of Lyons, in collaboration with the Cook County Sheriff. Only the Village of Lyons may enforce the provisions of this Ordinance through its business license regulations and this Ordinance, itself.

SECTION 6: Penalties. If there are multiple (more than two) willful violations of any or all of the items specified above, the Mayor may suspend, fine, and/or revoke the business license of the gun shop. After the first violation, there may be an additional, random inspection made during that calendar year in addition to the other inspections as set forth in this Ordinance. The Mayor may consult with the Cook County Sheriff and any other appropriate law enforcement authorities prior to imposing any penalty. The holder of the business license is entitled to service of process of the charges, and to a hearing not more than five (5) days from service of the charges. The Mayor may suspend the business license for up to ten (10) days

without a hearing if the business has been found in violation of this Ordinance on at least two (2) occasions within a twelve (12) month period.

SECTION 7: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 8: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this 27th day of October, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT
Alonzi				
Echeverria				
Hilker				
Marchiori				
Ramirez				
Veselsky				
(President Getty)				
TOTAL				

APPROVED by the President on October 27, 2015.

Christopher Getty
Village President

ATTEST:

Thomas F. Sheahan
Deputy Village Clerk

